

ORDER FOR SUPPLIES OR SERVICES										Page 1 Of 6	
1. Contract/Purch Order/Agreement No. DAAE07-00-D-M051			2. Delivery Order/Call No. 0003		3. Date Of Order/Call (YYYYMMDD) 2001APR13		4. Requisition/Purch Request No. SEE SCHEDULE			5. Priority DOA4	
6. Issued By TACOM SFAB-GCSS-WBCTP LESLIE LEWIS (810)753-2072 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: LEWISL@TACOM.ARMY.MIL				Code W56HZV	7. Administered By (If other than 6) DCM DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000				Code S2305A	8. Delivery FOB <input type="checkbox"/> Destination <input checked="" type="checkbox"/> Other (See Schedule if other)	
9. Contractor Name and Address • GMGD DEFENSE GROUP LLC, JOINT VENTU GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPORT COM 38500 MOUND STERLING HEIGHTS MI 48310-3200 • TYPE BUSINESS: Large Business Performing in U.S.			Code 1NLE2	Facility 	10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE			11. X If Business Is <input type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned		12. Discount Terms	
13. Mail Invoices To the Address in Block See Block 15											
14. Ship To SEE SCHEDULE			Code 	15. Payment Will Be Made By DFAS-COLUMBUS CENTER DFAS-CO/NEW DOMINION DIVISION P.O. BOX 182041 COLUMBUS, OH 43218-2041				Code SC1018	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2		
16. Type of Order	Delivery/Call	X	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.								
Purchase			Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation, Dated _____, furnish the following on terms specified herein.								
Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.											
Name Of Contractor			Signature			Typed Name And Title			Date Signed (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE											
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price				20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount			
	Cost-Plus-Fixed-Fee KIND OF CONTRACT: Supply Contracts and Priced Orders										
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. United States Of America By: SUSAN BUDRYS /SIGNED/ BUDRYSS@TACOM.ARMY.MIL (810)574-7709				25. Total	\$19,823,011.50	
26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date _____ Signature Of Authorized Govt Representative _____					27. Ship. No.	28. D.O. Voucher No.	29. Differences				
36. I certify this account is correct and proper for payment Date _____ Signature And Title Of Certifying Officer _____					31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	30. Initials				
								33. Amount Verified Correct For			
								34. Check Number			
								35. Bill Of Lading No.			
37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account Number	42. S/R Voucher No.						
DD Form 1155, Jan 1998											
Previous edition may be used											

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0003 MOD/AMD	Page 2 of 6
Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU		

SUPPLEMENTAL INFORMATION

- 1. This is a bilateral Delivery Order 0003 to Requirements Contract DAAE07-00-D-M051.
- 2. The purpose of this delivery order is to purchase seven (7) Mobile Gun Systems (MGS) vehicles at a not-to exceed ceiling price and fund the non-recurring costs associated with the purchase of these vehicles.
- 3. Section B of this delivery order reflects:
 - a. The applicable vehicle CLIN with quantities and the required delivery dates.
 - b. The establishment of a CLIN to fund non-recurring costs associated with the purchase of vehicles.
- 4. Section G contains the applicable administrative and accounting data associated with this delivery order.
- 5. The not-to-exceed ceiling price established for the vehicles is \$39,646,023.00 and the current limitation of Government liability is \$19,823,011.50.
- 6. The following clauses apply to this delivery order:

FAR 52.216.24 Limitation of Government Liability (APR 1984)
DFARS 252.217-7027 Contract Definitization (OCT 1998)
- 7. The total dollars funded for this action are \$19,823,011.50.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0900	SUPPLIES OR SERVICES AND PRICES/COSTS				
	<u>Supplies or Services and Prices/Costs</u>				
0900AA	<u>PRODUCTION QUANTITY</u>	7	EA	\$ ** N/A **	\$ 14,321,373.50
	NSN: 2320-01-481-8577 NOUN: MGS VEHICLES (7) SECURITY CLASS: Unclassified PRON: X112C008X1 PRON AMD: 02 ACRN: AA AMS CD: 643653				
	NSN: 2320-01-481-8577			NOT TO EXCEED CEILING PRICE	\$28,642,747.00__
				LIMITATION OF GOV'T LIABILITY	\$14,321,373.50
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W909531100H012 Y00000 M 2 <u>PROJ CD BRK BLK PT</u> 006 <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 15-JUL-2002 002 1 15-AUG-2002 003 2 16-SEP-2002 004 2 15-OCT-2002 005 1 15-NOV-2002				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION. <u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0003				

CONTRACT ADMINISTRATION DATA

							JOB			
LINE	PRON/	OBLG					ORDER	ACCOUNTING		OBLIGATED
ITEM	AMS CD	ACRN	STAT	ACCOUNTING CLASSIFICATION			NUMBER	STATION	AMOUNT	
0900AA	X112C008X1	AA	1	21	12040000015R5R07P64365331E9	S20113	1GXC08	W56HZV	\$	14,321,373.50
643653										
0901AA	X11GX044X1	AB	1	21	12033000015R5R07P31107131E9	S20113	1GXP01	W56HZV	\$	5,501,638.00
311071										
							TOTAL		\$	19,823,011.50
SERVICE							ACCOUNTING		OBLIGATED	
NAME	TOTAL BY ACRN		ACCOUNTING CLASSIFICATION			STATION	AMOUNT			
Army	AA		21	12040000015R5R07P64365331E9	S20113	W56HZV	\$	14,321,373.50		
Army	AB		21	12033000015R5R07P31107131E9	S20113	W56HZV	\$	5,501,638.00		
							TOTAL		\$	19,823,011.50

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0003 MOD/AMD	Page 6 of 6
Name of Offeror or Contractor: GMGD DEFENSE GROUP LLC, JOINT VENTU		

CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
	(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$14,321,373.50 for CLIN 0900AA and \$5,501,638.00 for CLIN 0901AA.		
	(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$19,823,011.50 dollars.		
	(End of clause)		
2	252.217-7027	CONTRACT DEFINITIZATION	OCT/1998
	(a) A firm-fixed price is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a firm-fixed price proposal and cost or pricing data supporting its proposal.		
	(b) The schedule for definitizing this contract action is as follows:		
	Projected Award Date of UCA	13 Apr 2001	
	Projected date to begin Alpha effort	14 May 2001	
	Projected Completion Date of Alpha effort	28 Sep 2001	
	Estimated Date of Contract Definitization	09 Oct 2001	
	(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.		
	(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-		
	(I) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);		
	(ii) All clauses required by law as of the date of the Contracting Officer's determination; and		
	(iii) Any other clauses, terms, and conditions mutually agreed upon.		
	(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.		
	(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm-fixed price in no event to exceed \$39,646,023.00.		
	(End of clause)		